

AMENDMENT No. 1 to TASK ORDER No. 1

Dated this day of , 2017

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

COCONUT ISLE DRIVE BRIDGE RELACEMENT

PROFESSIONAL SERVICES

This Amendment No. 1 to Task Order No. 1 between the City of Fort Lauderdale, a Florida municipal corporation ("CITY") and Hardesty & Hanover, LLC, a Delaware limited liability company authorized to transact business in Florida, ("CONSULTANT") is pursuant to the Bridge Engineering Consulting Services Agreement (RFQ No. 246-11376) dated November 18, 2014, renewed on November 18, 2016 and expiring on November 17, 2017 ("MASTER AGREEMENT").

PROJECT BACKGROUND

During the permitting process for the design of the Coconut Isle Drive Bridge, the Florida Department of State Historic Preservation Office issued a letter of Adverse Cultural Effects. According to the Florida Master Site File, Coconut Isle Bridge, listed as 8BD3165, is considered eligible for the National Register. As a result, the Army Corps of Engineer requested that a case study be submitted to the State Historic Preservation Office (SHPO) for remediation of all adverse effects to cultural resources. **(Exhibit 3)**

Amendment No. 1 to Task Order No. 1 is described as follows: At the request of the State Historic Preservation Office (SHPO), additional background information, coordination, and potentially remediation is required to come to agreement on the historic impacts of the Coconut Isle Bridge Replacement. This request was included in a letter of Adverse Effect from State Historic Preservation Office.

CONSULTANT shall provide for the completion of a Cultural Resource Assessment Survey and Section 106 Documentation and Determination of Effects Reports (Case Study Report), a Public Hearing, development of a Memorandum of Agreement, and Historical Society presentation.

See Location Map **(Exhibit 2)**

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The

design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the City the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the CITY. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The City shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the CITY with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this task order. The schedule shall be prepared in Microsoft Project, and shall utilize an estimated Notice-to-Proceed (NTP), based on best available information.

The CONSULTANT shall submit a final project schedule to the CITY, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

The CONSULTANT shall coordinate with the CITY, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- South Florida Water Management District (SFWMD)
- U.S. Army Corps of Engineers (USACE)
- U.S. Coast Guard (USCG)
- Broward County Environmental Protection and Growth Management Department (BCEPGMD)

- Broward County Environmental Licensing and Building Permitting
- CITY' s Department of Sustainable Development (DSD) City Building Permit
- Broward County Health Department (BCHD)

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Amendment No. 1 to Task Order No. 1

Task 2.1 Task Management

The prime consultant shall act as a liaison between the specialty subconsultant (Janus), permit agencies and the CITY. The CONSULTANT shall complete the services under this task order within 221 days.

DELIVERABLES

- Schedule for SHPO phase deliverables (Microsoft Project)

Task 2.2 Cultural Resources Assessment Survey

The Subconsultant shall perform an investigation and produce a report presenting the methods, findings, evaluations, and recommendations of the cultural resource assessment. The purpose of the survey will be to locate, identify, and bound any previously recorded or unrecorded precontact or historic period cultural resources associated with this project and to assess their significance in terms of eligibility for listing on the National Register of Historic Places (National Register) according to criteria set forth in 36 CFR Section 60.4.

Literature Review and Background Research

A literature and background search, including a review of the Florida Master Site File (FMSF) will be conducted to identify previously recorded resources within or adjacent to the project area, such as the historic bridge. A summary of the project area's history, prehistoric and historic archaeology, and salient environmental features will be prepared from the results of the background research and literature review. An analysis of available historic maps and aerials and a review of pertinent environmental features will also be conducted to help identify zones of archaeological potential. This will include a detailed archaeological resources desktop review to address any possible archaeological resources.

Field Survey

The field survey will include historic resources survey to document and re-evaluate the bridge. The historic resources survey will use standard field methods to identify and record historic resources. An updated FMSF form will be completed for field data, including notes from site observations and informant interviews. Photographs will be taken and a log kept for recording the resource's physical location and compass direction of each photograph.

Documentation and Report Preparation

FMSF forms or updated forms will be completed for the bridge and any archaeological sites identified during the survey. A draft final report presenting the methods, findings, evaluations, and recommendations of the cultural resource assessment will be prepared and submitted for review and comment. This report will be prepared as to conform to the standards set forth in Chapter 1A-46

DELIVERABLES

- Two (2) copies of Cultural Assessment Report (PDF)

Task 2.3 Section 106 Documentation and Determination of Effects

The Subconsultant shall develop a Section 106 Documentation and Determination of Effects Report (Case Study) to document the potential effects of the proposed project on the bridge. The Case Study Report will present available documentation pertaining to the significance and characteristics of the historic resources as well as a discussion of any effects that the undertaking will have on the resources. During the assessment of effects, the Criteria of Adverse Effects established by the Section 106 regulations will be applied to the historic resources, and both primary and secondary impacts to the resources will be evaluated. Components of the case study report include: a general description of the project and its benefits, historical context, description of National Register properties, discussion of potential effects to the historic properties, and a description of measures proposed to mitigate adverse effects.

DELIVERABLES

- Two (2) copies of Case Study Report (PDF)

Task 2.4 Preparation of Memorandum of Agreement

The Subconsultant shall develop a Memorandum of Agreement (MOA) that will specify the measures to be taken to mitigate for adverse effects to the bridge. The MOA will be prepared in accordance with the Advisory Council of Historic Preservation (ACHP) publication "Preparing Agreement Documents" (issued September 1989), and any guidelines produced by the Florida Division of Historical Resources and State Historic Preservation Office (FDHR/SHPO). The MOA will include stipulations for mitigation and other strategies based on input gathered at meetings between all involved parties.

The MOA will be provided to the State Historic Preservation Office and, if necessary, the Advisory Council on Historic Preservation.

Please note that the scope of work to implement any required mitigation will depend on the stipulations included in the MOA and will be developed once the MOA is finalized.

DELIVERABLES

- Two (2) copies of Memorandum of Agreement (PDF)

Task 2.5 Cultural Resource Expert Meetings

The Subconsultant will attend meetings as necessary with affected parties.

DELIVERABLES

- One (1) copy of meeting minutes (PDF)

Task 2.6 Historical Society Presentation

The CONSULTANT shall develop and present a power point presentation to the City's Historic Society for information and comment. The presentation will describe the project final configuration and construction impacts.

DELIVERABLES

- Bridge Design Power Point Presentation (PPT)

Task 2.7 Public Hearing

Presentation to the Public to inform the public, providing the public with an opportunity to express their views on resolving adverse effects of the undertakings.

DELIVERABLES

- One (1) copy of meeting minutes (PDF)

PROJECT ASSUMPTIONS

- CITY shall provide access to site.
- CITY shall provide existing electronic CAD files, if available. It is the CONSULTANTS responsibility to verify accuracy.
- CITY shall provide a venue for the Public Hearing and will assist in the development of an attendee list composed of affected parties.
- It is the CONSULTANT's responsibility to verify existing geometry is acceptable to all permitting agencies.

ADDITIONAL SERVICES

If authorized in writing by the CITY, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. CITY, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

CONSULTANT shall perform the services identified in Task Order No. 2 by January 15, 2018

PROJECT FUNDING

Performance of this project is at the CITY's discretion and may be contingent upon the CITY receiving funding and work shall not begin until the CITY provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the CITY for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit 1** attached hereto and made a part hereof. Pay application requests shall be prepared on the CITY's approved pay application request form. The CONSULTANT shall submit the pay application request to the CITY's Project Manager for review and approval. Once the CITY's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the CITY's accounts payable department via email (AcctsPayable@fortlauderdale.gov). Pay application requests shall be submitted monthly.

EXPENSES

Special expenses are required for Janus Research Staff for Per Diem, Mileage and Travel.

TERMS OF COMPENSATION

Services provided under original Task Order No.1 for the following Not-to-Exceed amounts:

| | Original Task Budget | Surplus Budget |
|---|----------------------|----------------|
| Expenses | \$1,556 | \$3,020 |
| Task 2.1 Task Management | \$5,120 | |
| Task 2.2 Cultural Resources Assessment Survey | \$6,422 | |
| Task 2.3 Section 106 Documentation and Determination of Effects | \$3,746 | |
| Task 2.4 Preparation of Memorandum of Agreement | \$3,746 | |
| Task 2.5 Historical Society Presentation | \$9,600 | |
| Task 2.6 Public Hearing | \$5,120 | |
| Permit Allowance | | \$7,300 |
| Grand Total | \$35,310 | \$10,320 |
| | | |
| | | |

Amendment No. 1 to Task Order No. 1 Compensation Amount

| | | |
|----------------------------------|----|--------|
| Amendment No. 1 SHPO Remediation | \$ | 35,310 |
| Task Order No. 1 Surplus Budget | \$ | 10,320 |
| Task Order Final Total | \$ | 24,990 |

CITY CONTACTS

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to AcctsPayable@FortLauderdale.gov after getting approval from the CITY's Project Manager. All other correspondence and submittals should be directed to the attention of Name of, Project Manager II, at the address shown below. **Please be sure that all correspondence refers to the CITY project number and title as stated above.**

Raymond Nazaire, PE, CGC

Project Manager II
Public Works
City of Fort Lauderdale
City Hall, 4th Floor Engineering
100 North Andrews Avenue
Fort Lauderdale, FL 33301
(954) 828-8954
rnazairel@fortlauderdale.gov

Marlon Lobban, PE

Senior Project Manager
Public Works
City of Fort Lauderdale
City Hall, 4th Floor Engineering
100 N. Andrews Ave.
Fort Lauderdale, FL 33301
(954) 828-4355
mlobban@fortlauderdale.gov

CONSULTANT CONTACTS

Ronald Sanchez, P.E.

1000 Sawgrass Corporate Parkway Suite 544
Sunrise, FL 33323
Hardesty & Hanover, LLC
Email: rsanchez@hardesty-hanover.com
Phone: 954-368-6366
Fax: 954-835-9130

CITY

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY

ATTEST:

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida.

JEFFREY A. MODARELLI
City Clerk

LEE R. FELDMAN, City Manager

(SEAL)

Approved as to form:

RHONDA MONTOYA HASAN
Assistant City Attorney

CONSULTANT

WITNESSES

Hardesty & Hanover, LLC, a Delaware limited liability company authorized to transact business in Florida.

Sabrina Sanchez
SABRINA SANCHEZ
Print Name

By Timothy J. Noles
Timothy J. Noles, PE
Managing Member

Wanda Gopaul
WANDA GOPAUL
Print Name

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 1st day of July, 2015 by Timothy J. Noles as Managing Member of Hardesty & Hanover, LLC, a Delaware limited liability company authorized to transact business in the State of Florida.

(SEAL)



Sabrina Sanchez
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)
SABRINA SANCHEZ
Name of Notary Typed, Printed or Stamped

Personally known ☒ or Produced identification _____

12 JUL 17 10:01AM

Type of Identification _____

Exhibit B – Location Map

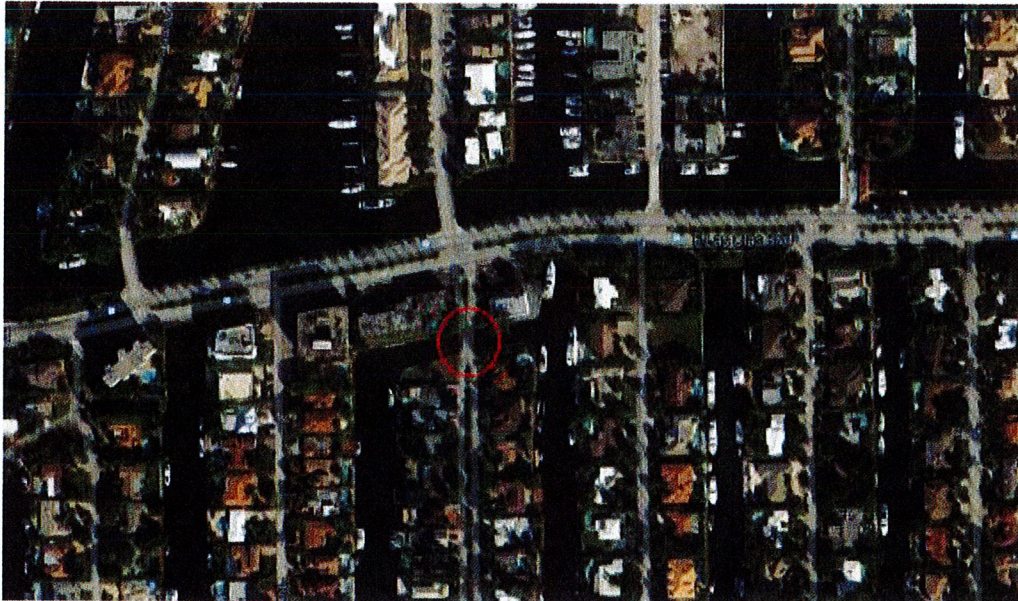


Exhibit 4 – Project Tentative Schedule

| <u>Event</u> | <u>Start Date</u> | <u>End Date</u> | <u>Duration (Days)</u> |
|-------------------------|---------------------------------|---------------------------------|-----------------------------------|
| NTP | Monday, January 16, 2017 | Monday, January 16, 2017 | |
| Historical Field Survey | Wednesday, June 21, 2017 | Wednesday, June 28, 2017 | 7 |
| Report Development | Wednesday, July 12, 2017 | Wednesday, October 04, 2017 | 84 |
| Public Hearing | Thursday, August 31, 2017 | Thursday, August 31, 2017 | |
| SHPO Meeting | Thursday, September 21, 2017 | Thursday, September 21, 2017 | |
| MOA Development | Wednesday, October 18, 2017 | Friday, November 17, 2017 | 30 |
| MOA Reviewed | Friday, December 01, 2017 | Monday, January 01, 2018 | 30 |
| MOA Signed | Monday, January 15, 2018 | Monday, January 15, 2018 | |
| Implement MOA | TBD | TBD | |
| Total | Monday, January 16, 2017 | Monday, January 15, 2018 | 221 |

Exhibit 1 – Work Break Down Fee Schedule

| | Project Manager | Engineer Intern | Janus Sub consultant Project Manager | Janus Principal Investigator | Janus Project Archaeologist | Janus Architectural Historian | Janus Historical Technician | Janus Graphics Specialist | Janus Computer Specialist | Janus Clerical | |
|---|-----------------|-----------------|--|---------------------------------|--------------------------------|----------------------------------|--------------------------------|------------------------------|------------------------------|----------------|----------|
| | \$160 | \$80 | \$135 | \$95 | \$69 | \$86 | \$54 | \$46 | \$55 | \$45 | |
| Expenses | | | | | | | | | | | \$1,556 |
| Task 2.1 - Task Management | 32 | | | | | | | | | | \$5,120 |
| Task 2.2 - Cultural Resources Assessment Survey | | | 1 | 2 | 16 | 30 | 35 | 8 | 2 | 1 | \$6,422 |
| Task 2.3 - Determination of Effects | | | 2 | | | 32 | 10 | 4 | | | \$3,746 |
| Task 2.4 - Memorandum of Agreement | | | 2 | | | 32 | 10 | 4 | | | \$3,746 |
| Task 2.5 - Historical Society Presentation | 40 | 40 | | | | | | | | | \$9,600 |
| Task 2.6 - Public Hearing | 32 | | | | | | | | | | \$5,120 |
| Total Staff Hours | 104 | 40 | 5 | 2 | 16 | 94 | 55 | 16 | 2 | 1 | \$35,310 |
| Total Staff Cost | \$16,640 | \$3,200 | \$675 | \$190 | \$1,104 | \$8,084 | \$2,970 | \$736 | \$110 | \$45 | \$35,310 |

Exhibit 3 – Letter of Adverse Effect



RICK SCOTT
Governor

KEN DETZNER
Secretary of State

Ms. Kelly Egan
Jacksonville USACE, Palm Beach Regulatory Office
4400 PGA Blvd, Suite 500
Palm Beach Gardens, Florida 33410

August 25, 2016

Re: DHR Project File No. 2016-3040/ Received by DHR: July 18, 2016
Applicant: City of Fort Lauderdale / Application No.: SAJ-2016-01056
Project: Replace Existing Coconut Isle Bridge
SE 18th Avenue over Grande Canal, Fort Lauderdale, Broward County

Ms. Egan:

The Florida State Historic Preservation Officer reviewed the referenced project for possible effects on historic properties listed, or eligible for listing, on the *National Register of Historic Places*. The review was conducted in accordance with Section 106 of the *National Historic Preservation Act of 1966*, as amended, and its implementing regulations in *36 CFR Part 800: Protection of Historic Properties*.

We note that the Coconut Isle Bridge is recorded in the Florida Master Site File as 8BD3165 (Grande Canal Arch Deck Bridge #865732) and is considered eligible for the National Register. The proposed undertaking includes the complete demolition and rebuilding of the bridge. It is therefore the opinion of this office that the proposed undertaking will have an adverse effect on the Coconut Isle Bridge, 8BD3165.

Since the State Historic Preservation Office (SHPO) has determined that the undertaking will constitute an adverse effect, procedures relating to *36 CFR 800.6 Resolution of Adverse Effects* must be followed.

1) According to *36 CFR 800.6(a)*, the Agency (or designated representative) shall continue consultation with the SHPO and other consulting parties to develop and evaluate alternatives or modifications to the undertakings that could avoid, minimize or mitigate adverse effects on historic properties. The Agency shall submit a case study* outlining these efforts for review by the SHPO.

* A case study is a document that outlines the agency's efforts to develop and evaluate alternatives or modifications to a project that could avoid or minimize adverse effects to cultural resources. The case study provides a record of an agency's due diligence to carefully consider the impacts of its actions upon cultural resources. The document may also reveal previously unidentified but feasible alternatives that will avoid impacts altogether.

(2) In accordance with *36 CFR 800.6(a)(4)*, the Agency shall make information regarding this finding available to the public, providing the public with an opportunity to express their views on resolving adverse effects of the undertakings. Pursuant to *36 CFR 800.11(e)*, copies or summaries of any views provided by consulting parties and the public shall be made available to the SHPO as part of the case study outlined in (1).

Division of Historical Resources
R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399
850.245.6300 • 850.245.6436 (Fax) FLHeritage.com



CAM# 17-1015
Exhibit 2

Page 15 of 16

Ms. Egan
DHR Project File No. 2016-3040
August 25, 2016
Page 2

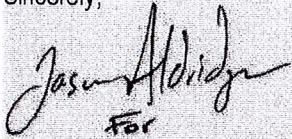
(3) The Agency shall notify the Advisory Council on Historic Preservation (ACHP), 401 F Street NW, Suite 308, Washington, DC 20001-2637, of the adverse effect finding per 36 CFR 800.6 (a)(1). The notification to the ACHP should be similar to the project information submitted to this office and should include the following documentation as outlined in 36 CFR 800.11(e). The ACHP will advise of its decision to participate in consultation within fifteen (15) days of receipt of this notification or other request. If the ACHP chooses not to participate in consultation, the Agency shall resolve the adverse effect without ACHP participation and pursuant to 36 CFR 800.6(b)(1).

(4) If the Agency, the SHPO and, if applicable, the ACHP agree on how the adverse effects will be resolved, they shall execute a Memorandum of Agreement (MOA) pursuant to 36 CFR 800.6(c).

(5) If the Agency and the SHPO fail to agree on the terms of the MOA, the Agency shall request the ACHP to join the consultation. If the ACHP decides to join the consultation, the Agency shall proceed in accordance with 36 CFR 800.6(b)(2). If the ACHP decides not to join the consultation, the ACHP will notify the Agency and proceed to comment in accordance with 36 CFR 800.7.

We look forward to working together as we proceed to the resolution of adverse effects. For questions, please contact Robin Jackson, Historic Preservationist, Compliance & Review at Robin.Jackson@dos.myflorida.com, or by telephone at 850.245.6496 or 800.847.7278.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy A. Parsons". Below the signature, the word "For" is written in a smaller, less legible script.

Timothy A. Parsons, Ph.D., RPA
Director, Division of Historical Resources
and State Historic Preservation Officer